

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities	DATE: 2/4/2016
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SUBJECT: Authorization to award a contract with Vulcan Materials Company (Bid# 10058074-16-L) to provide a disposal site for excavated materials

PRIMARY CONTACT (NAME, PHONE): Isam Hireish,(619) 527-7434 MS 43	SECONDARY CONTACT (NAME, PHONE): Tonia Carnell, (619) 527-7407 MS 43
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00



FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Services to be provided on an as-required basis. Estimated expenditures are as follows:

Contract Year 1:
Fiscal Year 2016
\$353,000 (Water 700011 = \$165,000; Muni 700000 = \$100,000; T&SW 100000 = \$88,000)

Contract Years 2 thru 5: Fiscal Years 2017 thru 2020
\$9,109,928 (Water 700011 = \$6,990,000; Muni 700000 = \$1,280,000; T&SW 100000 = \$839,928)

Total Contract not to exceed \$9,462,928 (Water 700011 = \$7,155,000; Muni 700000 = \$1,380,000; T&SW 100000 = \$927,928)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Equal Opportunity Contracting	Comptroller	ORIG DEPT. Griffith, Stan	02/12/2016

Environmental Analysis	Equal Opportunity Contracting	CFO		
Comptroller	Financial Management	DEPUTY CHIEF	Gomez, Paz	02/25/2016
Financial Management		COO		
Liaison Office		CITY ATTORNEY		
		COUNCIL PRESIDENTS OFFICE		
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. Authorizing the Mayor, or designee, to award a contract with Vulcan Material Company (Bid# 10058074-16-L) to provide a disposal site, on an as-required basis, for excavated spoil that consists of any combination of soil, wet soil, rock, dirt, adobe clay, wet adobe clay, concrete with rebar, asphalt, and asphalt with petromat, in the amount not to exceed \$9,462,928, for a contract duration of five (5) years, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be on deposit with the City Treasurer; and</p> <p>2. Authorizing the Chief Financial Officer to expend a cumulative amount not to exceed \$9,462,928, of which \$7,155,000 is from the Water Utility Operating Fund 700011, \$1,380,000 is from the Muni Sewer Revenue Fund 700000, and \$927,928 is from the Transportation and Storm Water General Fund 100000, over the term of the contract for the purpose of funding the Vulcan Material Company contract, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.</p> <p>3. Determining this activity is categorically exempt from CEQA Guidelines Section 15308 because it is an action authorized by state law and local ordinance to assure maintenance or protection of the environment.</p>				
STAFF RECOMMENDATIONS: Approve Requested Actions				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	Citywide			
COMMUNITY AREA(S):	Citywide			
ENVIRONMENTAL IMPACT:	This activity is exempt from CEQA pursuant to CEQA Guidelines Section 15308 Actions by Regulatory Agencies for Protection of the Environment.			
CITY CLERK INSTRUCTIONS:				

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 2/4/2016

ORIGINATING DEPARTMENT: Public Utilities

SUBJECT: Authorization to award a contract with Vulcan Materials Company (Bid# 10058074-16-L) to provide a disposal site for excavated materials

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Isam Hireish/(619) 527-7434 MS 43

DESCRIPTIVE SUMMARY OF ITEM:

Authorization to award a contract with Vulcan Materials Company (Bid# 10058074-16-L) to provide a disposal site for excavated materials which consist of any combination of soil, wet soil, rock, dirt, adobe clay, wet adobe clay, concrete with rebar, asphalt, and asphalt with petromat for the Public Utilities Department and Transportation and Storm Water Department.

STAFF RECOMMENDATION:

Approve Requested Actions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Annually, the Public Utilities Department and Transportation and Storm Water Department excavates and disposes of approximately 45,000 tons of spoil that contains any combination of wet soil, rock, dirt, adobe clay, wet adobe clay, concrete with rebar, asphalt, and asphalt with petromat. Due to the waste diversion requirements imposed by Assembly Bill 939 on City and Counties throughout California, and in alignment with the City's existing Construction and Demolition Debris Diversion Deposit Program Ordinance (C&D Ordinance), the Public Utilities Department and Transportation and Storm Water Department request approval to award a contract to Vulcan Material Company to provide a disposal site for the excavated spoil described above.

An Invitation to Bid (ITB), No. 10058074-16-L to furnish the City of San Diego with Disposal Site(s) for Excavated Material in any combination was issued by the Purchasing and Contracting Department on June 18, 2015. Vulcan Material Company was the only company that submitted a bid in response to the ITB.

An award of a contract in the amount not to exceed \$9,462,928 would allow the anticipated expenditure of \$265,000 for FY 16; \$2,067,500 for FY17 and each year thereafter for the Public Utilities Department and \$88,000 for FY16; \$194,873 for FY17; \$204,617 for FY18; \$214,848 for FY19; and \$225,590 for FY20 for the Transportation and Storm Water Department.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #1: Provide high quality public service

Objective #1: Promote a customer-focused culture that prizes accessible consistent, and predictable delivery of service

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #1: Protect lives, property, and the environment through timely and effective response in all communities

FISCAL CONSIDERATIONS:

The total amount not to exceed for the five (5) year contract duration is \$9,462,928. Funds are, or will be, available in the amount of \$7,155,000 in the Water Utility Operating Fund 700011, \$1,380,000 in the Muni Sewer Revenue Fund 700000, and \$927,928 in the Transportation and Storm Water General Fund 100000, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Services to be provided on an as-required basis.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key Stakeholders - The citizens of the City of San Diego

Projected Impact - The Miramar Landfill is currently the only active municipal landfill in the City of San Diego. The landfill is expected to close by 2022. In an effort to preserve the landfill capacity and extend the useful life of the Miramar Landfill for the citizens of the City of San Diego, the Construction and Demolitions Debris Diversion Deposit Program Ordinance (C&D Ordinance) was established. This ordinance encourages the diversion of construction and demolition debris from the Miramar Landfill.

In alignment with the City's existing C&D Ordinance, the Public Utilities Department and Transportation and Storm Water Department will divert approximately 45,000 tons of spoil annually away from the Miramar Landfill. This will assist with the City's efforts to preserve the landfill capacity and extend the useful life of the landfill for the citizens of the City of San Diego.

Griffith, Stan

Originating Department

Gomez, Paz

Deputy Chief/Chief Operating Officer



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: CALMAT COADA/DBA: VULCAN MATERIALS CO., WESTERN DIVISIONAddress (Corporate Headquarters, where applicable): 500 N. BRAND BLVD., SUITE 500City: GLENDALE County: LOS ANGELES State: CA Zip: 91203Telephone Number: (818) 553 8834 Fax Number: (818) 553 2747Name of Company CEO: STAN BASS

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 7220 TRADE ST., SUITE 200City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92121Telephone Number: (858) 530 9400 Fax Number: () _____Type of Business: CONSTRUCTION MATERIALS Type of License: CONTRACTORThe Company has appointed: KEVIN G. KROGMEIER

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 500 N. BRAND BLVD., SUITE 500, GLENDALE, CA. 91203Telephone Number: (818) 553 8834 Fax Number: (818) 553 2747 One San Diego County (or Most Local County) Work Force - Mandatory Branch Work Force * Managing Office Work Force*Check the box above that applies to this WFR.***Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*I, the undersigned representative of CALMAT CO. DBA VULCAN MATERIALS CO., WESTERN DIVISION

(Firm Name)

LOS ANGELESCA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 16 day of JUNE, 2015Kevin G. Krogmeier
(Authorized Signature)KEVIN G. KROGMEIER

(Print Authorized Signature Name)

ATTACHMENT

NAME OF FIRM: CALMAT CO. D/B/A VULCAN MATERIALS CO. WESTERN DIVISION DATE: 06/30/15
 OFFICE(S) or BRANCH(ES): SAN DIEGO OFFICE, 1774 CALVA LOSTA CARROLL CAMPION, CARROLL CAMPION ASPHALT COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			3								3	2		
Professional			1								2	1		
A&E, Science, Computer											1			
Technical			5	1							1			
Sales			2								3	2		
Administrative Support				1								3		
Services														
Crafts														
Operative Workers														
Transportation	1			1							3			
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		11	3							13	8		
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Grand Total All Employees 36

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only

Board of Directors														
Volunteers														
Artists														

7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled V	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled V	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Equipment I	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Equipment IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant I	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant V	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Driver -Plant & Pit Truck	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Driver -Plant & Pit Truck	WE Carroll Canyon

EO-1 Cat	Ethnic Long Descr	Gender	Administration	Descr	Descr
2- Professionals	White	Male	A&E, Science, Computer	Area Engineer I	WE San Diego Office
5- Office and Clerical	Hispanic or Latino	Female	Administrative Support	Admin -Office Plant IV	WE Carroll Canyon
5- Office and Clerical	White	Female	Administrative Support	Admin -Office Plant IV	WE Chula Vista Quarry
5- Office and Clerical	White	Female	Administrative Support	Assistant -Admin II	WE Carroll Canyon
5- Office and Clerical	White	Female	Administrative Support	Clerk -Landfill III	WE Carroll Canyon
First/Mid Level Officials	White	Female	Management & Financial	Mgr -Comm Outreach II	WE San Diego Office
First/Mid Level Officials	White	Female	Management & Financial	Supv -Credit II	WE Carroll Canyon Asphalt
First/Mid Level Officials	Hispanic or Latino	Male	Management & Financial	District Mgr -Ops III	WE San Diego Office
First/Mid Level Officials	Hispanic or Latino	Male	Management & Financial	Mgr -Tech Svcs I	WE San Diego Office
First/Mid Level Officials	Hispanic or Latino	Male	Management & Financial	Mgr -Tech Svcs IV	WE San Diego Office
First/Mid Level Officials	Hispanic or Latino	Male	Management & Financial	Mgr -Env Svcs III	WE San Diego Office
First/Mid Level Officials	White	Male	Management & Financial	St Area Mgr -Ops IV	WE San Diego Office
Executive/Sr Level Officials	White	Male	Management & Financial	VP Property & Land Dev II	WE San Diego Office
2- Professionals	White	Female	Professional	Admin -HF I	WE San Diego Office
2- Professionals	Hispanic or Latino	Male	Professional	Rep -Safety & Hlth III	WE Carroll Canyon
2- Professionals	White	Male	Professional	Dedicated Buyer II	WE San Diego Office
2- Professionals	White	Male	Professional	Specialist -Env V	WE San Diego Office
First/Mid Level Officials	White	Female	Sales	District Mgr -Sales II	WE San Diego Office
4- Sales Workers	White	Female	Sales	Rep -Qust Svc IV-N	WE San Diego Office
4- Sales Workers	Hispanic or Latino	Male	Sales	Rep -Qust Svc IV-N	WE San Diego Office
4- Sales Workers	Hispanic or Latino	Male	Sales	Rep -Sales IV	WE San Diego Office
4- Sales Workers	White	Male	Sales	Area Mgr -Sales I	WE San Diego Office
4- Sales Workers	White	Male	Sales	Rep -Sales II	WE San Diego Office
5- Office and Clerical	White	Male	Sales	Rep -Sales III	WE San Diego Office
3- Technicians	Hispanic or Latino	Female	Technical	Co-Op / Intern for QC	WE San Diego Office
3- Technicians	Hispanic or Latino	Male	Technical	Specialist -Tech Svcs II	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -OC I	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -OC III	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -OC V	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -QC IV	WE Carroll Canyon
3- Technicians	White	Male	Technical	Dispatcher II	WE Chula Vista Quarry
5- Office and Clerical	Black/African American	Female	Transportation	Dispatcher III	WE Chula Vista Quarry
5- Office and Clerical	White	Male	Transportation	Dispatcher III	WE Carroll Canyon
5- Office and Clerical	White	Male	Transportation	Dispatcher III	WE Carroll Canyon
5- Office and Clerical	White	Male	Transportation	Dispatcher IV	WE Olaj Asphalt
5- Office and Clerical	White	Male	Transportation	Dispatcher IV	WE Chula Vista Quarry



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one contractor to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations

Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers

ATTACHMENT

Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers

Equal Opportunity Contracting
 Goods/Services ITB
 Revised 10/8/14

Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

ATTACHMENT

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Pipelayers, Plumbers, Pipefitters and Steamfitters

Roofers
All other Construction Trades

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco

ATTACHMENT

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Solicitation No.

ATTACHMENT

NAME OF FIRM: CALMAT CO. DIAJA VULCAN MATERIALS CO. WESTERN DIVISION DATE: 06/30/15
 OFFICE(S) or BRANCH(ES): SAN DIEGO OFFICE, 4074 CIVILA VISTA CANYON, CARROLL CANYON, CARROLL CANYON ROAD COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians												2		
Elevator Installers														
First-Line Supervisors/Managers												6		
Glaziers														
Helpers, Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			5									5		
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers												2		
Workers, Extractive Crafts, Miners			11		3							27		
Totals Each Column			16		3							42		
Grand Total All Employees			61											
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING EVALUATION

DATE:
March 21, 2016

SUBJECT: Authorization to Award a Contract with Vulcan Materials Company
(Bid# 10058074-16-L) to Provide a Disposal Site for Excavated Materials

GENERAL CONTRACT INFORMATION

Recommended Contractor: Calmat Co. DBA Vulcan Materials Co. (Not Certified, M Cauc)

Amount of this Action: \$ 353,000.00 (FY 16)
\$9,109,928.00 (FY 17-20)

Total Contract Value: \$9,462,928.00 (Not to Exceed)

Funding Source: City

Goal: 20% Voluntary

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation associated with this action; however, subsequent actions must adhere to funding agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Calmat Co. DBA Vulcan Materials Co. submitted a Work Force Report for their San Diego employees dated, June 30, 2015 indicating 36 employees in their Administrative Work Force and 61 employees in their Trade Work Force.

The Administrative Work Force indicates under representation in the following categories:

Female in Mgmt & Financial, Professional, Technical, and Sales
Filipino and Asian in Technical

The Trade Work Force indicates under representation in the following categories:

Latino in First-Line Supervisors/Managers and Welding, Soldering & Brazing Workers
Black, Latino, and Female in Workers, Extractive Crafts, Miners

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

Contract amount needed for Public Utilities Department and Transportation and Storm Water Department increased from \$2,518,869 to \$9,462,928.

TC

**City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition**

Requesting Department: TSW-Street
 Vendor Name: _____
 Purchase Requisition #: 10058074-15-L MAY 11 2015
 Department Contact: Manuel Padilla
 Date of Request: 05/11/2015
 Contract Amount: _____

Please submit request to HumanResources@sandiego.gov or MS 56L

Question	Department Response
What is the contract for?	Provide a P/O for Disposal Sites for <u>Excavated Material In Any Combination.</u>
Are City employees currently performing any of the work?	<u>Yes</u>
Will any City employees be displaced as a result of this bid?	<u>No</u>
If this is a renewal of an existing contract, how long have these services been contracted out?	<u>No</u>
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	<u>No</u>
Is this a Tenant Improvement?	<u>N/A</u>
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	<u>Yes, ESD. See Attached E-Mail.</u>

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

<u>HUMAN RESOURCES DEPARTMENT USE ONLY</u>	
Based on the Department's representation, this contract is from a labor relations perspective.	<input checked="" type="checkbox"/> APPROVED
 _____ Human Resources Department Liaison	5-13-15 _____ Date

Will any City employees be displaced as a result of this contract/service?	
If this is a renewal of an existing contract, how long have these services been contracted out?	No
Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)	No
Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	No
Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	Yes. Please see attached e-mail from ESD <i>April 29, 2015 email from Mario Serna</i>

***NOTE:** If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is **APPROVED** from a labor relations perspective.

Human Resources Department Liaison

6/4/15
Date



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

INVITATION TO BID (ITB)/CONTRACT (COVER SHEET)

Services: Furnish the City of San Diego with Disposal Site(s) for Excavated Material in Any Combination
Solicitation Number: 10058074-16-L
Solicitation Issue Date: June 18, 2015
Bid Due Date and Time (Closing Date): 3:00 p.m. Pacific Time on July 10, 2015
Contract Term: As may be required for a period of five (5) years from Effective Date
City Contact: Lisa Hoffmann, Procurement Specialist, CPPB, LHoffmann@sandiego.gov

Questions and Comments Due: No later than June 30, 2015 at 5:00 p.m. Pacific Time.

The City's Standard Payment Terms are Net 30 Days. Bidders may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: 10 days after receipt of order. Discounted terms offered: 0 % 0 Days.

Duration of Offer: By submitting a bid, the bidder guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Bidder agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, bidder's offer shall automatically extend for another ninety (90) calendar days unless the bidder indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Bidder Vulcan Materials Company
 Street Address 7220 Trade St. Ste. 200
 City San Diego, CA 92121
 Telephone No 858-530-9472
 E-Mail laymonj@vmcmail.com

IF BIDDER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Bidder is required to sign this document and return one (1) original and two (2) copies of their bid in sealed envelopes or cartons to the City Contact. Bidders shall also include an electronic copy of their bid. Bidder agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the bidder to the terms of this Contract.

Signature of Bidder's Authorized Representative	Signature of the City of San Diego Purchasing Agent	Approved as to Form City Attorney
<u>Dain Deforest</u>	_____	_____
Print Name	Print Name	Print Name
<u>Area Sales Mgr.</u>	_____	_____
Title	Title	Title
<u>[Signature]</u>	_____	_____
Signature	Signature	Signature
<u>July 10, 2015</u>	_____	_____
Date	Date	Date

City of San Diego
Solicitation Number: 10058074-16-L
Bid Date: July 10, 2015 & 3:00pm

2.2 Exceptions requested by bidder:

All dumping based on space availability.

Acceptable loads may contain re-bar, however the re-bar must be encapsulated in the concrete. It cannot be loose or exposed from the concrete more than six inches.

In addition to the City holidays listed in the bid documents, the Carroll Canyon landfill is also closed on Christmas Eve and the day after Thanksgiving.

The bid and proposal are for the disposal of inert materials only. We reserve the right to refuse any load which we believe may be contaminated or not meet the definition of inert.

We to conduct a site assessment on a single site/job location that will generate 4000 cubic yards or more of soil. We will need to be notified of such a site 3 weeks prior to accepting material from such a site in order to conduct our site assessment and reserve the right to refuse to accept material from that site should our site assessment conclude that there is a reasonable chance that soil from that site may be contaminated or not meet the definition of inert.

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FORMS

- Contractor Standards Pledge of Compliance
- Equal Benefits Ordinance Certification of Compliance
- Equal Opportunity Contracting forms including the Work Force Report and Contractors
Certification of Pending Actions

ATTACHMENT

- General Contract Terms and Conditions

I. INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope.

1.1 Bid Due Date. Bids must be received by the P&C reception desk prior to the Closing Date indicated on the Cover Sheet. Faxed bids will not be accepted. The City may consider a bid that was mailed before the Closing Date if the City finds that acceptance of the bid is in the City's best interests and there is no possibility of collusion or fraud in the procurement process.

1.2 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.2.1 Reserved.

1.2.2 Reserved.

1.3 Site Inspection. No site inspection will be held for ITB.

1.3.1 Reserved.

1.3.2 Reserved.

1.4 Questions and Comments. Written questions and comments must be electronically mailed (e-mailed) to the City Contact identified on the Cover Sheet no later than the date specified on the Cover Sheet. Only written communications relative to the procurement shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon bidders to verify that the City has received their questions and/or comments. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.5 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff or evaluation committee members about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms. Bidders shall submit the following completed forms and provide the following information with their bids:

- 2.1 The completed and executed Cover Sheet
- 2.2 Exceptions requested by bidder, if any. If a bidder requests an exception, or exceptions, to the Specifications or the City's Contract, including the City's General Contract Terms and Provisions, the bidder must present written factual or legal justification for the request. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions. *See attached*
- 2.3 The Contractor Standards Pledge of Compliance Form
- 2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions
- 2.5 Reserved
- 2.6 Reserved
- 2.7 Reserved
- 2.8 Reserved
- 2.9 Reserved
- 2.10 Equal Benefits Ordinance (EBO) Certification of Compliance.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid Before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact. While e-mail is permissible, telephonic withdrawals or modifications are not.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the Cover Sheet no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By signing this bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City

can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. BID OPENING

Bid Opening. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bids will be unsealed and opened in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

C. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder whose bid best meets the City's requirements.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results also may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the Cover Sheet; or (3) visiting the P&C e-procurement system to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

4. Solicitation Results. No solicitation results can be obtained until the City announces the bid or bids best meeting the City's requirements.

E. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE AWARD

The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or

services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible, responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

II. WAGE REQUIREMENTS

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRI/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

3.1 In addition to submitting weekly certified payroll records to the City, for contracts entered into on or after April 1, 2015, Contractor and their subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 177.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that

underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any Contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of subcontractor registration to the City upon request.

9.1 A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Bidder to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.

III. SPECIFICATIONS

A. SCOPE OF WORK

The City requires sites for the disposal of excavated material which may include any combination of soil, wet soil, rock, dirt, wet dirt, adobe clay, wet adobe clay, concrete with rebar, asphalt, and asphalt with petromat. All dirt is understood to be uncontaminated. There shall be no restrictions as to the composition of loads and size of concrete slabs which may be dropped off for disposal.

Material to be disposed and/or recycled will be delivered by City operations personnel from various City Departments. It is estimated that between 22,000 to 31,000 tons of material, on average, will be hauled by City trucks for disposal and/or recycling each contract year.

All materials must be recycled, where feasible, and disposed of in accordance with local, state, and federal regulations.

B. OPERATING HOURS OF DISPOSAL SITE(S)

The disposal site(s) utilized by City personnel as part of this contract shall be open minimally Monday through Friday from 7:00 a.m. to 4:00 p.m., excluding City Observed Holidays.

There are ten (10) City-observed holidays as follows.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

C. MAXIMUM DISTANCE AND LOCATION OF DISPOSAL SITE(S)

Each load will be delivered by City operations personnel in fully loaded Semi trucks (20 tons), 10 wheel trucks (12 tons), or Bobtail vehicles (6 tons). Due to the cost of fuel and required travel-time by City operations personnel, disposal facility site(s) must be located within 25 miles of Chollas Yard located at 2797 Caminito Chollas, San Diego, CA 92105.

Bidder shall complete and submit with their bid the following form identifying the disposal service site(s) to be available to the City on this contract. Additional pages may be added, as needed. Failure to provide the following disposal site information with the bid submittal may deem the bid submittal to be rejected as non-responsive.

1. Site Name: Carroll Canyon Landfill
Address: 10051 Black Mountain Rd. San Diego CA
Phone Number: (858) 536-9684
Emergency Phone: (626) 856-6156
Hours of Operation: M-F 7:00A - 4:00P.

2. Site Name: _____
Address: _____
Phone Number: _____
Emergency Phone: _____
Hours of Operation: _____

3. Site Name: _____
Address: _____
Phone Number: _____
Emergency Phone: _____
Hours of Operation: _____

D. INVOICING

The following invoice requirements are in addition to the City's General Contract Terms and Provisions, Article III, section 3.2, "Invoices."

Bidder shall bill the City based on truck load of excavated material that is dropped off by City personnel for disposal and/or recycling. Bidder may invoice immediately after delivery of excavated material. Bidders shall not invoice the City for work which has not yet been performed.

Invoice shall clearly show the following regarding each disposal by City personnel:

- a. Date of disposal;
- b. The City truck number, type of truck (i.e. semi truck, wheel truck, bobtail vehicle), and type of excavated material per truck;
- c. The number of City trucks by type (i.e. semi truck, wheel truck, bobtail vehicle) times the contract unit price extended;
- d. The name of the City Department; and
- e. Contractor's receipt number for each truck. (The Contractor shall complete a uniquely numbered receipt for each truck, and shall have the City truck driver print and sign each receipt. The Contractor shall give the City truck driver a copy of the signed receipt prior to leaving the disposal site.)

E. CONTRACT MODIFICATIONS

At any time during the contract, the City reserves the right to modify the contract. The contract specifications and scope of work may only be modified by the Purchasing Agent and shall be confirmed in writing prior to implementation. Any contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

F. DEPARTMENT REPRESENTATIVE

The Department Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

IV. PRICING PAGE(S)

A. Pricing.

1. City's Estimated Need.

Item No.	Est. Qty. No. of Truck Loads Per Month (A)	U/M	Description	Unit Price (B)	Extension per Month (C)*
1.	41	Fully Loaded Truck	Fully loaded Semi Truck (20 Tons) of excavated material in any combination as specified.	\$ 1000.00	\$ 41,000.00 /Mo
2.	180	Fully Loaded Truck	Fully loaded 10 Wheel Truck (12 Tons) of excavated material in any combination as specified.	\$ 1000.00	\$ 180,000.00 /Mo
3.	65	Fully Loaded Truck	Fully loaded Bobtail Vehicle (6 Tons) of excavated material in any combination as specified.	\$ 1000.00	\$ 65,000.00 /Mo
Total:					\$ 286,000.00 /Mo

*(C) = (A) X (B)

2. Discounts. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item.

3. Prices Submitted or Corrected. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the bid.

4. Manufacturer's Price List. Bidders must submit a current manufacturer's price list with the bid.

5. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

6. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

7. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

8. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

V. CONTRACT

A. Contract Documents. The following documents comprise the Contract between the City and Contractor: this ITB and Cover Sheet; the successful bid; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the ITB, if any; and the City's General Contract Terms and Provisions.

B. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor will provide any goods and/or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

C. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This ITB and Cover Sheet
- 2nd The City's written acceptance of any exceptions to clarifications to the ITB, if any
- 3rd Specifications and any addenda thereto
- 4th Contractor's Pricing Page(s)
- 5th All sections of the ITB not identified above
- 6th City's General Contract Terms and Provisions

D. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

E. Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

**ARTICLE I
SCOPE AND TERM OF CONTRACT**

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II
CONTRACT ADMINISTRATOR**

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32. The Purchasing Agent must sign all Contract amendments.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and conditions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and conditions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or

received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

**ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS**

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or

services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint

venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Material Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Material Safety Data Sheet for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or

other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall not begin any performance under this Contract until it has (1) provided City insurance certificates and endorsements reflecting evidence of all insurance and endorsements required and described herein and in the Specifications; (2) obtained City approval of each insurance company or companies; and (3) confirmed that all policies contain the special

provisions required herein and the Specifications. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, shall not be deemed limited in any way to the insurance coverage required herein or in the Specifications. Maintenance of specified insurance coverage is a material element of this Contract, and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract may be treated by City as a material breach of contract. City reserves the right to require Contractor to submit copies of any policy upon reasonable request by City.

All policies shall include, and the insurance certificates shall reflect, a 30-day non-cancellation clause that provides thirty (30) days written notice by certified mail to City prior to any material change or cancellation of any of said policies.

Contractor shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Contract.

Contractor shall maintain insurance coverage at its own expense as follows:

7.2.1 Commercial General Liability. Commercial General Liability (CGL) insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

7.2.2 Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).

7.2.3 Workers' Compensation. For all of Contractor's employees who are subject to this Contract and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against City and its respective elected officials, officers, employees, agents, and representatives.

7.2.4 Professional Liability. For consultant contracts, Contractor shall obtain Professional Liability coverage with limits of at least \$1 million per occurrence and \$2 million aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision

of at least three (3) years following completion or termination of the performance of professional services under this Contract.

7.3 Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to City at the time the evidence of insurance is provided.

7.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to City before any performance is initiated under this Contract.

7.5.1 Commercial General Liability Insurance Endorsements.

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an insured City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.5.2 Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured City and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self-insurance of City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.5.3 Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for City.

7.6 Reservation of Rights. City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to City. City will reimburse Contractor for the cost of the additional premium for any coverage requested by City in excess of that required by this Contract, without overhead, profit, or any other markup.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and conditions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy

100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

**ARTICLE XII
MANDATORY ASSISTANCE**

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

**ARTICLE XIII
MISCELLANEOUS**

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: CALMAT CO. D/B/A VULCAN MATERIALS CO., WESTERN DIVISION	Contact Name: KEVIN G. KROGMEIER
Company Address: 500 N. BRANO BLVD, SUITE 500 GLENDALE, CA 91203	Contact Phone: 818 553 8834 Contact Email: krogmeierk@vmcmail.com

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

KEVIN G. KROGMEIER, VP. HUMAN RESOURCES	<i>Kevin G. Krogmeier</i>	JUNE 16, 2015
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

SUPPLEMENT TO EMPLOYEE HANDBOOK

VULCAN MATERIALS COMPANY, WESTERN DIVISION

An employee's domestic partner is eligible to participate in the employee benefit plans and programs of CalMat Co., d/b/a Vulcan Materials Company, Western Division ("Vulcan"), on the same basis as a spouse. Domestic partners are defined as same-sex or opposite-sex couples who are registered with any state or local government domestic partner registry. No requirements for proof of relationship or waiting periods will be applied to domestic partners that are not also applied to spouses. This policy includes the following benefit programs:

- Medical Plans
- COBRA – COBRA-like continuation coverage shall be available to domestic partners and their children on the same basis and in the same manner as COBRA coverage is available to spouses and their children
- Dental Plans
- Vision Plan
- Employee Assistance Program
- Retirement Plans (Pension, 401(k)/Profit Sharing)
- Bereavement Leave
- Family and Medical Leave
- Dependent Life and Disability Insurance
- Relocation assistance
- Company discounts
- Credit union



EQUAL BENEFITS ORDINANCE

ORDENANZA DE BENEFICIOS EQUIVALENTES

NOTICE TO EMPLOYEES

From time to time Vulcan may contract with Cities in which it is subject to the Equal Benefits Ordinance.

During the performance of any such contracts, Vulcan will provide equal benefits to its employees with spouses and its employees with domestic partners of the opposite or same sex as defined in state or local law applicable to you, and where coverage is required by such law.

FOR MORE INFORMATION

For more information or to obtain a complaint form, if you believe your rights are being violated, please contact the City with which Vulcan is currently contracted.

AVISO PARA EMPLEADOS

Habrán ocasiones cuando Vulcan realice contratos para trabajar con Ciudades donde sea sujeta a la Ordenanza de Beneficios Equivalentes.

Durante el término de tal contrato con esas ciudades, Vulcan proporcionará beneficios equivalentes a sus empleados casados y a sus empleados con parejas cohabitantes del opuesto ó mismo sexo como este definido en las leyes del estado ó locales que le apliquen a usted, y donde esta cobertura sea requerida por tal ley.

PARA MAS INFORMACIÓN

Para más información ó para obtener un formulario de queja, si usted cree que sus derechos están siendo violados, por favor llame directamente con la ciudad con la que Vulcan se encuentre contratado.

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSAL/SOLICITATION TITLE:

Furnish the City of San Diego with disposed site(s) for excavated material in any combination
10058074-14-L

B. BIDDER/PROPOSER INFORMATION:

Vulcan Materials Company
Legal Name DBA
1220 Trade St. Ste. 100, San Diego CA 92121
Street Address City State Zip
Garce Laymon, Sales Rep. (858)530-9472 (858)530-9491
Contact Person, Title Phone Fax

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 1/28/29 State of incorporation: OE

List corporation's current officers: President: S. Bass
Vice Pres: M. Hurst
Secretary: E. Beardm
Treasurer: C. Vu

Is your firm a publicly traded corporation?

Yes

No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? No

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: National account

Address: 100 North Tryon St, Charlotte NC 28255

Phone Number: 800-432-1000

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Pledge of Compliance Attachment "A" to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References: **N/A**

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

N/A

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT: *N/A*

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

N/A

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Dain DeForest, Area Sales
mgr.
Print Name, Title

Dain DeForest
Signature

7/10/15
Date

ATTACHMENT

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment.

City contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Minority Business Enterprise (MBE): a certified business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, Latinos, or a combination and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock shall be owned by, and the business operated by, one or more members of the identified ethnic groups.

Women Business Enterprise (WBE): a certified business which is at least fifty one percent (51 %) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock shall be owned by, and the business operated by, one or more women.

Disadvantaged Business Enterprise (DBE): a certified business which is at least fifty-one (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at last fifty-one (51%) of the stock shall be owned by, and the business operated by, socially and economically disadvantaged individuals

Disabled Veteran Business Enterprise (DVBE): a certified business which is at least fifty-one percent (51%) owned and operated by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies). The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

ATTACHMENT

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's small and local business preference program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's small and local business preference program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months. This definition is subsumed within the definition of Small Local Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Commercially Useful Function: an SLBE/ELBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit

claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

III. Disclosure of Discrimination Complaints.

As part of its bid or proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their bid or proposal a Work Force Report for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity (EEO) Plan to the City for approval.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an Equal Employment Opportunity Plan (EEOP) has been approved by the City shall use best efforts to comply with that EEOP.

V. **Small and Local Business Program Requirements.** The City has adopted a SLBE program for goods and services contracts. SLBE program requirements for goods and services contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. The City shall apply a bid discount in the way of:

- a. Two percent (2%) discount off the bid price for SLBE or ELBE prime contractors; or
- b. Two percent (2%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection 2 below.

The discount will not apply if an award to the discounted bidder or proposer would result in a total contract cost of \$10,000 in excess of the low, non-discounted bid or proposal. In the event of a tie between a

ATTACHMENT

discounted bidder or proposer and non-discounted bidder or proposer, the discounted bidder or proposer will be awarded the contract.

2. All goods or services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of twenty percent (20%). For the purposes of this Council Policy, the voluntary subcontractor requirement may be met by a provider of materials or supplies.

VI. Certification.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB.

VII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

ATTACHMENT

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
<i>Please see attachment</i>					

Contractor Name: _____

Certified By Tessa Hughes
Name

Title Senior Attorney, Employment & Compliance

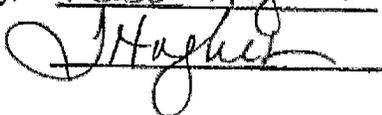
[Signature]
Signature

Date 6-16-15

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS
(ATTACHMENT)**

Date of Claim	Location	Description	Litigation(Y/N)	Status	Resolution/ Remedial Action Taken
4/2004	San Diego	Gender discrimination	N	Closed	Resolved
6/2009	Pleasanton	Disability discrimination	N	Closed	Dismissed
7/2010	Sacramento	Disability discrimination	N	Closed	Dismissed
5/2007	San Diego	Age discrimination	N	Closed	Dismissed
7/2008	San Diego	Age discrimination	N	Closed	Resolved
1/2014	Pleasanton	Race discrimination	Y	Closed	Resolved
2/2012	Bakersfield	National origin discrimination	Y	Closed	Resolved
5/2013	Tehachapi	Age & religious Discrimination	Y	Closed	Resolved

Contractor Name: CALMAT CO. D/B/A VULCAN MATERIALS CO., WESTERN DIVISION

Certified By: Tessa Hughes


Title Senior Attorney, Employment
 Date 6-16-15 Compliance



MEMORANDUM

To: All Employees

Date: August 17, 2007 - (Rev. February 2013)

Re: Affirmation of Our Equal Employment Opportunity & Affirmative Action Policies

It is the policy of Vulcan Materials (Calmat Co. dba Vulcan Materials Company, Western Division) and my personal commitment to maximize the utilization of our work force to create an environment, which will allow every employee the opportunity to achieve his/her potential.

This memorandum reaffirms my commitment, the commitment of Vulcan, and the commitment of the management of the Western Division, to take affirmative action in promoting the principles of equal employment opportunity for all applicants and employees.

We will continue to recruit, hire, train, promote, transfer, layoff, recall, terminate, and make employment decisions pertaining to compensation, benefits, educational assistance, social and recreational programs without regard to race, color, creed, sex (including pregnancy), sexual orientation, arrest record, age, religious belief, alienage or national origin, marital status, genetic information, physical or mental disability, medical condition, or other legally protected status which does not prohibit performance of essential job functions with reasonable accommodations. The Company also abides by all federal, state and local laws regarding veteran status, including disabled veterans and Vietnam-era veterans.

To achieve our equal employment opportunity objectives, I have designated Kevin Krogmeier, Vice President, Human Resources, to be responsible for the implementation, coordination and monitoring of the Western Division's Equal Employment Opportunity Policy and Affirmative Action Program. As the EEO Officer for the Western Division, Kevin Krogmeier will maintain necessary programs and take necessary actions to ensure compliance with state and federal regulations. Kevin Krogmeier will report to me regarding our progress.

The overall effort in achieving our Affirmative Action and Equal Employment Opportunity goals is the responsibility of each of us. However, management at all levels, has the added responsibility to lead by example and will be held accountable for their efforts and results.

A handwritten signature in black ink, appearing to read "S. Bass".

Stanley G. Bass
Senior Vice President

ATTACHMENT



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [x] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other

Name of Company: CALMAT CO

ADA/DBA: VULCAN MATERIALS CO., WESTERN DIVISION

Address (Corporate Headquarters, where applicable): 500 N. BRAND BLVD., SUITE 500

City: GLENDALE County: LOS ANGELES State: CA Zip: 91203

Telephone Number: (818) 553 8834 Fax Number: (818) 553 2747

Name of Company CEO: STAN BASS

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 7220 TRADE ST., SUITE 200

City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92121

Telephone Number: (858) 530 9400 Fax Number: ()

Type of Business: CONSTRUCTION MATERIALS Type of License: CONTRACTOR

The Company has appointed: KEVIN G. KROGMEIER

As its Equal Employment Opportunity Officer (EEEO). The EEEO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEEO may be contacted at:

Address: 500 N. BRAND BLVD., SUITE 500, GLENDALE, CA. 91203

Telephone Number: (818) 553 8834 Fax Number: (818) 553 2747

[x] One San Diego County (or Most Local County) Work Force - Mandatory

[] Branch Work Force * [] Managing Office Work Force

Check the box above that applies to this WFR.
*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of CALMAT CO. DBA VULCAN MATERIALS CO., WESTERN DIVISION

LOS ANGELES (County) CA (State) hereby certify that information provided

herein is true and correct. This document was executed on this 16 day of JUNE, 2015

[Signature] (Authorized Signature) KEVIN G. KROGMEIER (Print Authorized Signature Name)

ATTACHMENT

NAME OF FIRM: CALMAT CO. D/B/A VULCAN MATERIALS CO. WESTERN DIVISION DATE: 06/30/15
SAN DIEGO OFFICE, OTAY, CHULA VISTA
 OFFICE(S) or BRANCH(ES): CARROLL CANYON / CARROLL CANYON AIRPORT COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			3								3	2		
Professional			1								2	1		
A&E, Science, Computer											1			
Technical			5	1							1			
Sales			2								3	2		
Administrative Support				1								3		
Services														
Crafts														
Operative Workers														
Transportation	1			1							3			
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		11	3							13	8		
--------------------	---	--	----	---	--	--	--	--	--	--	----	---	--	--

Grand Total All Employees 36

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only

Board of Directors														
Volunteers														
Artists														

EEO-1 Cat	Ethnic Long Descr	Gender	Administration	Descr	Address
2- Professionals	White	Male	A&E, Science, Computer	Area Engineer I	WE San Diego Office
5- Office and Clerical	Hispanic or Latino	Female	Administrative Support	Admin -Office Plant IV	WE Carroll Canyon
5- Office and Clerical	White	Female	Administrative Support	Admin -Office Plant IV	WE Chula Vista Quarry
5- Office and Clerical	White	Female	Administrative Support	Assistant -Admin II	WE Carroll Canyon
5- Office and Clerical	White	Female	Administrative Support	Clerk -Landfill III	WE Carroll Canyon
First/Mid Level Officials	White	Female	Management & Financial	Mgr -Comm Outreach II	WE San Diego Office
First/Mid Level Officials	Hispanic or Latino	Female	Management & Financial	Supv -Credit II	WE San Diego Office
First/Mid Level Officials	Hispanic or Latino	Male	Management & Financial	District Mgr -Ops III	WE Carroll Canyon Asphalt
First/Mid Level Officials	Hispanic or Latino	Male	Management & Financial	Mgr -Tech Svcs I	WE Carroll Canyon
First/Mid Level Officials	White	Male	Management & Financial	Mgr -Tech Svcs IV	WE San Diego Office
First/Mid Level Officials	White	Male	Management & Financial	Mgr -Erw Svcs III	WE San Diego Office
First/Mid Level Officials	White	Male	Management & Financial	Sr Area Mgr -Ops IV	WE San Diego Office
Executive/Sr Level Officials	White	Male	Management & Financial	VP Property & Land Dev II	WE San Diego Office
2- Professionals	White	Female	Professional	Admin -HR I	WE San Diego Office
2- Professionals	Hispanic or Latino	Male	Professional	Rep -Safety & Hlth III	WE Carroll Canyon
2- Professionals	White	Male	Professional	Dedicated Buyer II	WE San Diego Office
2- Professionals	White	Male	Professional	Specialist -Env V	WE San Diego Office
First/Mid Level Officials	White	Female	Sales	District Mgr -Sales II	WE San Diego Office
4- Sales Workers	White	Female	Sales	Rep -Cust Svc IV-N	WE San Diego Office
4- Sales Workers	Hispanic or Latino	Male	Sales	Rep -Cust Svc IV-N	WE San Diego Office
4- Sales Workers	Hispanic or Latino	Male	Sales	Rep -Cust Svc IV-N	WE San Diego Office
First/Mid Level Officials	White	Male	Sales	Rep -Sales IV	WE San Diego Office
4- Sales Workers	White	Male	Sales	Area Mgr -Sales I	WE San Diego Office
4- Sales Workers	White	Male	Sales	Rep -Sales II	WE San Diego Office
5- Office and Clerical	White	Male	Sales	Rep -Sales III	WE San Diego Office
3- Technicians	Hispanic or Latino	Female	Technical	Co-Op / Intern for QC	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Specialist -Tech Svcs II	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -QC I	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -QC III	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -QC V	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -QC V	WE Carroll Canyon
3- Technicians	Hispanic or Latino	Male	Technical	Tech -QC IV	WE Chula Vista Quarry
5- Office and Clerical	Hispanic or Latino	Female	Transportation	Dispatcher II	WE Carroll Canyon
5- Office and Clerical	Black/African American	Male	Transportation	Dispatcher III	WE Chula Vista Quarry
5- Office and Clerical	White	Male	Transportation	Dispatcher III	WE Carroll Canyon
5- Office and Clerical	White	Male	Transportation	Dispatcher III	WE Carroll Canyon
5- Office and Clerical	White	Male	Transportation	Dispatcher III	WE Otay Asphalt
5- Office and Clerical	White	Male	Transportation	Dispatcher IV	WE Chula Vista Quarry

Solicitation No.

ATTACHMENT

NAME OF FIRM: CALMAT CO. D/B/A VULCAN MATERIALS CO., WESTERN DIVISION DATE: 06/30/15
 OFFICE(S) or BRANCH(ES): SAN DIEGO OFFICE, 6747 CINDA VISTA CANYON, SAN DIEGO, CALIFORNIA COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity, not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians												2		
Elevator Installers														
First-Line Supervisors/Managers												6		
Glaziers														
Helpers, Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			5									5		
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers												2		
Workers, Extractive Crafts, Miners			11		3							27		
Totals Each Column			16		3							42		
Grand Total All Employees			61											
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled														

7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled IV	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled V	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled V	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Miner Multi-Skilled V	WE Chula Vista Quarry
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Equipment I	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Equipment IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant I	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant IV	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Operator -Plant V	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Driver -Plant & Pit Truck	WE Carroll Canyon
7- Operatives (Semi-Skilled)	San Diego	White	Male	Workers, Extrative Crafts, Miners	Driver -Plant & Pit Truck	WE Carroll Canyon



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one contractor to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations

Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers

ATTACHMENT

Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers

Equal Opportunity Contracting
 Goods/Services ITB
 Revised 10/8/14

Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

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Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco

ATTACHMENT

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



THE CITY OF SAN DIEGO

December 15, 2015

VIA U.S. MAIL AND EMAIL TO: deforest@vmcmail.com

Vulcan Materials Company
Dain Deforest, Area Sales Manager
7220 Trade Street, Suite 200
San Diego, CA 92121

Subject: ITB No. 10058074-16-L, Disposal Sites for Excavated Material in Any
Combination

Dear Mr. Deforest:

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. ITB section II, "Wage Requirements", shall be deleted in its entirety.
2. ITB section III, paragraph A shall be deleted in its entirety and replaced with the following:

A. SCOPE OF WORK

The City requires sites for the disposal of excavated material which may include any combination of soil, wet soil, rock, dirt, wet dirt, adobe clay, wet adobe clay, concrete with rebar, asphalt, and asphalt with petromat. All dirt is understood to be **inert and uncontaminated**. There shall be no restrictions as to the composition of loads and size of concrete slabs which may be dropped off for disposal, **other than as listed below**.

The Contractor reserves the right to refuse any load as follows:

1. **If the Contractor believes that the load may be contaminated or not meet the definition of inert;**

Letter Agreeing to Exceptions
Effective: October 15, 2014
OCA Document No. 884843

Purchasing & Contracting Department

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Tel (619) 236-6000 Fax (619) 236-5904



2. If the Contractor has determined that there is not any space availability at their facility;
3. If the load contains re-bar that is not encapsulated in concrete, and/or is loose or exposed from the concrete more than six (6) inches;
4. If the load contains any concrete slabs that are larger than two (2) feet by two (2) feet; and
5. The Contractor shall conduct a site assessment on a single site/job location that will generate a minimum of 4,000 cubic yards of soil. The Contractor shall be notified by the Contract Administrator or Department Representative a minimum of three (3) weeks prior to the Contractor accepting material from such a site. The Contractor may refuse any or all material from the Contractor assessed site, if the Contractor believes that there is a reasonable chance that soil from that site may be contaminated, or not meet the definition of inert.

Material to be disposed and/or recycled will be delivered by City operations personnel from various City Departments. It is estimated that between 22,000 to 31,000 tons of material, on average, will be hauled by City trucks for disposal and/or recycling each contract year.

All materials must be recycled, where feasible, and disposed of in accordance with local, state, and federal regulations.

3. The first paragraph of section III, paragraph B of the ITB shall be deleted in its entirety and replaced with the following:

B. OPERATING HOURS OF DISPOSAL SITES

The disposal site(s) utilized by City personnel as part of this contract shall be open minimally Monday through Friday from 7:00 a.m. to 4:00 p.m., excluding City Observed Holidays, **the day after Thanksgiving, and Christmas Eve.**

4. Add paragraph C to section III of the ITB:

C. CONTRACTOR'S RIGHT TO TERMINATION FOR CONVENIENCE

Contractor may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to the City.

Mr. Dain DeForest
December 15, 2015

5. The Pricing submitted by the Contractor on ITB section IV, paragraph A, item 1, shall be replaced in its entirety with the following.

*The pricing in the asterisked column below is effective from the Effective Date of the contract in accordance with the "The City of San Diego General Contract Terms And Provisions Applicable to Goods, Services, and Consultant Contracts" revised October 1, 2015.

Item No.	U/M/	Description	Unit Price on the Effective Date of the Contract	Unit Price Effective 05/01/2016	Unit Price Effective 08/01/2016	Unit Price Effective 11/01/2016	Unit Price Effective 02/01/2017	Unit Price Effective 05/01/2017
1.	Fully Loaded Truck	One (1) Fully loaded Semi Truck (20 Tons) of excavated material in any combination as specified.	\$500.00	\$700.00	\$800.00	\$900.00	\$1,000.00	\$1,000.00
2.	Fully Loaded Truck	One (1) Fully loaded 10 Wheel Truck (12 Tons) of excavated material in any combination as specified.	\$480.00	\$680.00	\$780.00	\$880.00	\$980.00	\$1,000.00
3.	Fully Loaded Truck	One (1) Fully loaded Bobtail Vehicle (6 Tons) of excavated material in any combination as specified.	\$460.00	\$660.00	\$760.00	\$860.00	\$960.00	\$1,000.00

Letter Agreeing to Exceptions
Effective: October 15, 2014
OCA Document No. 884843

Mr. Dain DeForest
December 15, 2015

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to the Procurement Specialist, Lisa Hoffmann at the address noted below. Thank you for your assistance.

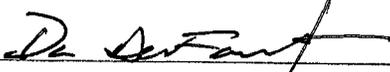
Sincerely,


Kristina Peralta
Interim Director, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

VULCAN MATERIALS COMPANY

THE CITY OF SAN DIEGO

By: 

By: _____

Name: Dain DeForest

Name: _____

Title: Area Sales Manager

Title: _____

Date: 1-19-16

Date: _____